

PROPERTY INFORMATION PACKET | **THE DETAILS**



14621 E. Sport of Kings St | Wichita, KS 67230

AUCTION: BIDDING OPENS: Tues, Dec 14th @ 2:00 PM

BIDDING CLOSES: Thurs, Dec 30th @ 2:00 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.867.3600 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



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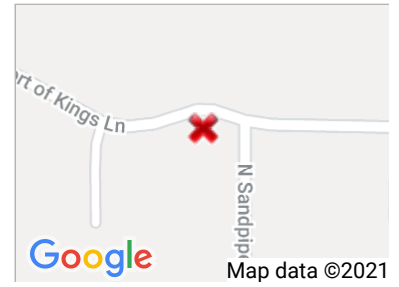
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

MLS PIP



MLS # 605356
Class Land
Property Type Vacant Lot
County Sedgwick
Area 438
Address 14621 E SPORT OF KINGS ST
Address 2
City Wichita
State KS
Zip 67230
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 7



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	800-301-2055	Variable Comm	Non-Variable
Zoning Usage	Single Family	Virtual Tour Y/N	
Parcel ID	20173-111-12-0-33-04-009.00		
Number of Acres	0.65		
Price Per Acre	0.00		
Lot Size/SqFt	28116		
School District	Andover School District (USD 385)		
Elementary School	Robert Martin		
Middle School	Andover		
High School	Andover		
Subdivision	SAVANNA AT CASTLE ROCK		
Legal	LOT 9 BLOCK 4 SAVANNA AT CASTLE ROCK RANCH 5TH.		

DIRECTIONS

Directions E. 13th St N & N. 143rd St - North to Sport of Kings, East to lot.

FEATURES

SHAPE / LOCATION Irregular	IMPROVEMENTS None	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level	OUTBUILDINGS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE None/Vacant	MISCELLANEOUS FEATURES None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Paved	DOCUMENTS ON FILE Ground Water Addendum	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES AVAILABLE Electricity Public Water Public Sewer		SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$556.48
General Tax Year	2021
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	Yes
Yearly HOA Dues	\$695.00
HOA Initiation Fee	0.00
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, December 14th, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, December 30th, 2021 at 2:00 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! Welcome to this 0.65 +/- acre corner lot in the beautiful neighborhood of Savanna at Castle Rock. You will love all the amenities this subdivision offers including a swimming pool, playground, recreation center, and lakes. Tree-lined Open builder No special taxes Andover schools Sedgwick county taxes Established neighborhood Don't miss out on this wonderful opportunity to build your dream home today!!! The property is offered subject to the rules, regulations, and restrictions of the Savanna at Castle Rock Ranch Homeowner's Association. Please see the attachments for the HOA covenants, bylaws, and landscaping requirements. The General Assessment (HOA dues) for 2022 will be \$490. The Pool Assessment (Pool dues) for 2022 will be \$205. Many years ago, a home was previously constructed on this lot, caught on fire, and subsequently demolished. The Seller is not certain but believes the former basement foundation is still present underground. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$10,000

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdyauction.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	12/14/2021	2 - Open for Preview
Auction Start Time	2 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	12/29/2021 @ 5 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale

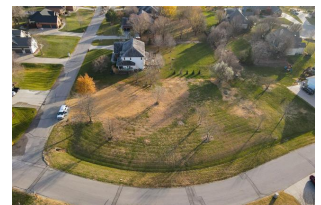
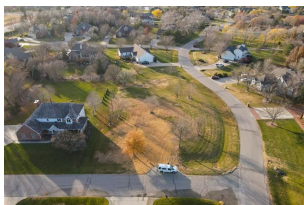
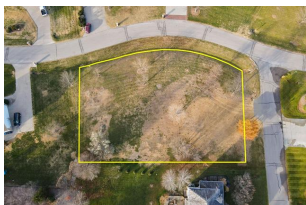
PERSONAL PROPERTY

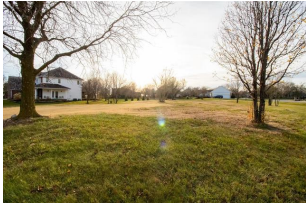
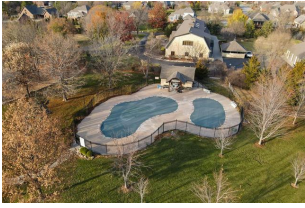
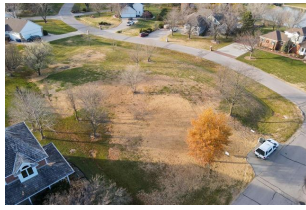
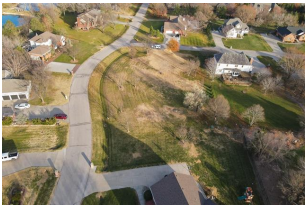
Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2021 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.




SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 14621 E. Sport Of Kings St. - Wichita, KS 67230 (the "Real Estate")


By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never occupied the Real Estate or are otherwise not familiar enough with the Real Estate to sufficiently and accurately provide the information required to complete a Seller's Property Disclosure. Notwithstanding the lack of a completed Seller's Property Disclosure, Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

SELLER:

 12/20/2021
Signature Date

Ronald Brockman
Print

Title Company

 12/20/2021
Signature Date

Taryn M. Brockman
Print

Title Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer either performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date

Print

Title Company

Signature Date

Print

Title Company



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 14621 E. Sport Of Kings St. - Wichita, KS 67230

1. Any property within the **City of Wichita** with any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES _____ NO ☒

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO ☒

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authentisign
Ronald Brockman

Owner

12/02/2021

Date

Authentisign
Taryn M. Brockman

Owner

12/02/2021

Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

1 THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is
2 entered into effective on the last date set forth below.

3 Groundwater contamination has been detected in several areas in and around Sedgwick County.
4 Licensees do not have any expertise in evaluating environmental conditions.



5 The parties are proposing the sale and purchase of certain property, commonly known as:

6 14621 E. Sport Of Kings St. - Wichita, KS 67230

7 The parties are advised to obtain expert advice in regard to any environmental concerns.



8 SELLER'S DISCLOSURE (please complete both a and b below)

9 (a) Presence of groundwater contamination or other environmental concerns (initial one):

10   ☒ Seller has no knowledge of groundwater contamination or other environmental concerns;
11 or

12 _____ Known groundwater contamination or other environmental concerns are:
13
14

15 (b) Records and reports in possession of Seller (initial one):

16   ☒ Seller has no reports or records pertaining to groundwater contamination or other
17 environmental concerns; or

18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below):
20
21

22 BUYER'S ACKNOWLEDGMENT (please complete c below)

23 (c) _____ Buyer has received copies of all information, if any, listed above. (initial)

24 CERTIFICATION

25 Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and
26 accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that
27 Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

28  12/02/2021

29 Seller _____ Date

Buyer _____ Date

30  12/02/2021

31 Seller _____ Date

Buyer _____ Date

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CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert Form** for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
 - Wire instructions will be given verbally over the phone or sent securely via secured email.
 - The customer needs to verify our phone number at a trusted source like our website, security1st.com
 - Before sending funds, they need to call the verified office number to verify the wire instructions.

**NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER
TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.**

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Buyer/Seller Name

Buyer/Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Property Address

File Number

FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

Federal Bureau of Investigation: <http://www.fbi.gov>

Internet Crime Complaint Center: <http://www.ic3.gov>



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
Fax: (316) 267-8115

Contact: **Zayne Bentley**
Email: **zbentley@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
Email: **kclare@mccurdyauction.com;**
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2492701**

Report Effective Date: **November 24, 2021, at 7:30 a.m.**

Property Address: **14621 E. Sport Of Kings St., Wichita, KS 67230**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Ronald Brockman and Taryn M. Brockman

2. The Land referred to in this Report is described as follows:

Lot 9, Block 4, Savanna at Castle Rock Ranch 5th Addition to Sedgwick County, Kansas.

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.



Security 1st Title

Any questions regarding this report should be directed to: **Zayne Bentley**

Phone: **316-293-1674**, Email: **zbentley@security1st.com**

2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **File a Warranty Deed from Ronald Brockman and Taryn M. Brockman, stating marital status and joined by spouse, if any, to To Be Determined.**
6. **Recording Fees and Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any



Security 1st Title

Any questions regarding this report should be directed to: **Zayne Bentley**

Phone: **316-293-1674**, Email: **zbentley@security1st.com**

other matters that may arise after the date of this report:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
2. Rights or claims of parties in possession not shown by the Public Records
3. Easements, or claims of easements, not shown by the Public Records
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
7. **General taxes and special assessments for the fiscal year 2021 in the original amount of \$556.48.**
First Installment: \$278.24, DUE, but not delinquent until 12/20/2021
Second Installment: \$278.24, DUE, but not delinquent until 05/10/2022
Property I.D. # C-63472
PIN #00589690
8. **The following matters shown on or disclosed by the recorded plat referred to in the legal description: building setback lines and easements.**
9. **Covenants and restrictions contained in/on Film 991, Page 613; Film 991, Page 640; Film 1204, Page 1095; Film 1347, Page 1358; Film 1366, Page 1262; Film 1425, Page 1869; Film 1463, Page 626; Film 1463, Page 629; Film 1463, Page 635; Film 1507, Page 1120; Film 1581, Page 862; and Film 2189, Page 54.**
10. **Terms and provisions of the Savanna East Homeowners' Association Declaration filed on Film 1204, Page 1095; and Film 1507, Page 1120, which provides for, among other things, the levy of assessments, which if unpaid, may become a lien thereon.**



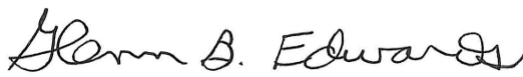
Security 1st Title

Any questions regarding this report should be directed to: **Zayne Bentley**
Phone: **316-293-1674**, Email: **zbentley@security1st.com**

11. **Application for water service outside the corporation limits of the City of Wichita and related petition and consent to annexation agreement, filed on Film 1463, Page 629.**
12. **A document entitled "Notice of Sanitary Sewer Impact Fee" recorded on Film 1431, Page 899.**
13. **Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.**
14. **Notice of Annexation to the City of Wichita filed October 29, 2007, on Doc#/Flm-Pg: 28928005.**
15. **Rights of parties in possession under unrecorded leases.**
16. **Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Certificates filed on Film 1463, Page 633; Film 1463, Page 634; and Resolutions filed on Film 1459, Page 174; Film 1459, Page 178; Film 1459, Page 182; Film 1463, Page 953; Film 1463, Page 962; Film 1463, Page 964; Film 1492, Page 1303; Film 1531; Page 1514; Film 1542, Page 53; Film 1994, Page 856; Film 2010, Page 782; Film 2032, Page 1224; Film 2102, Page 1145; Film 2284, Page 97; Film 2762, Page 438; Film 2762, Page 447; Doc#/Flm-Pg: 28641562; and Doc#/Flm-Pg: 28660017.**

Dated: **November 24, 2021**, at **7:30 a.m.**

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER



Sedgwick County
Register of Deeds - Tonya Buckingham
Doc.#/Flm-Pg: 29760509

Receipt #: 2057706
Pages Recorded: 2

Recording Fee: \$38.00

Cashier: JFISHER

Authorized By *Tonya Buckingham*

Date Recorded: 04/09/2018 09:12:12 AM



**THIRTEENTH AMENDMENT
TO
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF
SAVANNA AT CASTLE ROCK RANCH EAST**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAVANNA AT CASTLE ROCK RANCH EAST ("Amendment") is executed this 30th day of March, 2018, by Savanna East Homeowners' Association, a Not For Profit Corporation, established by Article of Incorporation agreement dated September 6, 1994.

ARTICLE V

USE, OCCUPANCY, AND CONDUCT RESTRICTIONS

Paragraph 5.21 of the Declaration is hereby deleted and the following is substituted in its place and stead:

5.21 Requirement to Plant Lawn and Trees, Shrubs, or Bushes. Within sixty days after occupancy of a residence on a Lot, the Owner thereof shall submit to the Architectural Committee a landscape plan for its approval, pursuant to the provisions of Article IX hereof, which plan shall include the following:

- a) planting a lawn;
- b) the planting of at least fifteen (15) perennial shrubs or bushes per net acre of such Lot;
- c) the planting of at least fifteen (15) evergreen trees at least four (4) feet in height per net acre of such Lot;
and
- d) the planting of at least eight (8) deciduous shade trees per net acre of such Lot.

As used herein, "net acre" means the total acreage of the Lot less any area which is permanently covered with water. If a Lot contains more or less than one (1) net acre, the number of shrubs and trees required shall be increased or reduced proportionately. If the required number of trees, shrubs or bushes is between two whole numbers, the number should be rounded up. For example, the requirements for a Lot containing one half (1/2) net acre are to plant a lawn, at least eight (8) perennial shrubs or bushes, at least eight (8) evergreen trees at least four (4) feet in height and at least four (4) deciduous shade trees.

No Chinese or Siberian elms and no Bermuda grass will be permitted on any Lot. The required landscaping as set forth above will be installed forthwith upon approval unless installation is inappropriate by virtue of the season, in which case the landscaping will be installed not later than the next planting season following submission of the plan. In the event such landscaping is not so installed, the Association may, after giving written notice to any Lot Owner of such Owner's failure to comply herewith, at any time after fifteen (15) days have expired from the date of such notice, perform such landscaping and collect from such Owner the cost thereof. The Association is hereby granted the right to enter upon such Lot for the purpose of performing said landscaping.

IN WITNESS WHEREOF, the Savanna East Homeowners' Association has executed this Amendment the day and year first above written.

Savanna East Homeowners' Association

By: 

Daniel R. Flowers, President of Savanna East Homeowners' Association, a Not For Profit Corporation, established by Article of Incorporation agreement dated September 6, 1994.

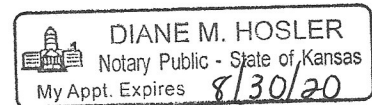
STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this 30th day of March, 2018, by Daniel R. Flowers, President of the Savanna East Homeowners' Association, a Not For Profit Corporation, established by Article of Incorporation agreement dated September 6, 1994.


Notary Public

My appointment expires

8/30/20



**RULES & GUIDELINES
OF THE ARCHITECTURAL CONTROL COMMITTEE
OF SAVANNA AT CASTLE ROCK RANCH**

I.
PREFACE

THESE RULES AND GUIDELINES are promulgated by the Architectural Control Committee (the "Committee") formed pursuant to the Declarations of Covenants, Conditions and Restrictions (the "Declarations"), as amended, covering the real property described as Savanna at Castle Rock Ranch, an Addition to Sedgwick County, Kansas (the "Property"). The Declaration pertaining to Additions located west of 143rd Street, dated December 31, 1990, and filed of record on October 30, 1991, with the Register of Deeds of Sedgwick County, Kansas, at Film 1203, Pages 1221 through 1246, includes such amendments and annexations thereto as may have been or may be from time to time be recorded. The Declaration pertaining to Additions located east of 143rd Street, dated December 31, 1990, and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick County, Kansas, at Film 1204, Pages 1095 through 1120, includes such amendments and annexations thereto as may have been or may be from time to time be recorded. YOU SHOULD READ AND UNDERSTAND THE DECLARATIONS; IF THE DECLARATIONS ARE INCONSISTENT WITH THESE GUIDELINES, THE DECLARATIONS WILL GOVERN. These Rules and Guidelines are intended:

1. To assist lot owners and prospective lot purchasers in selecting residence designs compatible with the design objectives for the Property;
2. To guide the Committee in the exercise of its discretion and to furnish continuity in the design decisions of the Committee; and
3. To establish rules and procedures for the work of the Committee.

Although these Rules and Guidelines are intended to guide and assist both the Committee and persons interested in the Property, the Committee has the right to disapprove or approve any plans or specifications submitted on any criteria which, in the uncontrolled judgment of the Committee, is material to the design objectives and the maintenance of a high quality addition. The inclusion of items in the rules or the omission of items from these rules does not bind the Committee to approve or disapprove any feature or matter submitted to it, and approval for use of any feature or item on any lot or plan does not prevent the Committee, in its discretion, from disapproving similar plans or any similar feature or element subsequently submitted to it. Approval of any plans and specifications relating to any lot, however, shall be final as to that lot, provided (i) that the structure or uses shown or described on or in the plans and specifications do not violate any specific prohibition contained in the Declarations, and (ii) that the plans specifications as approved, and any conditions attached to such approval, have been adhered to and complied with in regard to all structures on and uses of the lot in question.

The Committee may disapprove plans and specifications because of any of the following:

- a) The failure of the plans or specifications to comply with any terms of the Declarations or these Rules and Guidelines;
- b) Failure to include information required by these Rules and Guidelines or otherwise required by the Committee;
- c) Objection to the exterior design, appearance or materials or any proposed structure;
- d) Incompatibility of any proposed structure or use with existing structures or uses on other lots in the vicinity;
- e) Objection to the location of any proposed structure upon any lot or with reference to other lots in the vicinity;
- f) Objection to the finished grade plan for any lot;
- g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk or other appropriateness of any proposed structure;
- h) Objection to the parking areas proposed or the insufficiency of size of parking areas; or
- i) Any other matter which in the judgment of the Committee would render the proposed structures or uses inharmonious with the general plan of improvement of the Property.

These rules and statements of policy may be amended or revoked at any time and from time to time, but no change of policy shall affect the finality of any approval granted prior to the change.

The review of the Committee is for the purpose of determining only if the plans meet the intention of the Declarations and to determine the compatibility of the exterior appearance of the proposed structure with the community design objectives. The Committee shall not be liable to anyone submitting plans for approval or to any owners of any buildings included in the addition by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans and specifications.

II.

STATEMENT OF DESIGN OBJECTIVES

The design objective of the participants in Savanna at Castle Rock Ranch is to establish an attractive, homogeneous community of traditionally styled estates. Each estate will reflect the taste and style of the individual owners while at the same time remaining compatible with and complimenting the entire property.

III.

REVIEW PROCEDURES

A. Materials To Be Submitted.

Plans and specifications for any proposed structure may be submitted for review by the owners of any lot included in the Property or by any prospective purchaser of lot included in the Property. All plans and specifications shall be submitted with respect to a specified lot, and any approval shall be limited to the lot shown in the plans and specifications. The submittal shall be in duplicate and shall include the following:

- (i) Site plan at a scale of 1" = 20'-0". The site plan shall show property lines, setbacks, building location, drives, utilities, locations of walks, fences, decks, pools, and any outbuildings or other structures. Materials shall be indicated.
- (ii) Floor plan(s) of all levels, including basement, at a minimum scale of 1/4" = 1'-0". Plans shall show at least the outside dimensions and shall have materials indicated. Plans shall show location of all walls, doors, and windows.
- (iii) Elevations of all sides of the structure with all elements shown and all materials indicated. Elevations shall be at a minimum scale of 1/4" = 1'-0".
- (iv) Specifications.
- (v) Colors of all exterior materials shall be indicated.
- (vi) A lot grading plan rendered by Professional Engineering Consultants, P.A. ("PEC"), 303 South Topeka, Wichita, Kansas, 67202. PEC will provide lot grading plans within two (2) business days of its receipt of a base site plan as set forth above. The current fee for this service is \$150.00 per lot, payable directly to PEC. If surveys are required, there will be additional charges.
- (vii) Any other plans, drawings, specifications, material samples or other information which, in the judgment of the Committee, shall be reviewed in order to make its determination.

B. Manner of Submission.

- i) The plans and specifications shall be delivered, properly addressed, to:

Savanna Architectural Control Committee
Attention: Natalie Stephenson
1540 Freedom Road
Wichita, Kansas 67230

- ii) Plans and specifications shall be deemed submitted when they have been delivered as set out above. If the Committee fails to approve or disapprove any plans and specifications within 30 days after submission, the plans and specifications shall be deemed to have been approved.

C. Form of Response.

- i) Upon approval of plans and specifications, the Committee shall endorse the plans and specifications with its approval and return

one set of the same to the applicant. A copy of the plans and specifications as approved shall be retained by the Committee.

- ii) In the event the Committee disapproves any plans and specifications, the disapproval shall be accompanied by a statement in writing of the grounds upon which the disapproval was based. The Committee may approve plans and specifications submitted only as modified or upon specified conditions.

D. Changes.

Any proposed changes or additions to plans, subsequent to approval by the Committee, which will affect the exterior appearance in any way, shall be resubmitted to the Committee for review prior to construction.

IV.
MINIMUM CRITERIA

Subject to the power of the Committee to grant a variance when, in the uncontrolled judgment of the Committee, such a variance would be appropriate, no residence will be approved unless such residence meets the following minimum criteria:

- i) Each residence shall have the following minimum square footage (excluding basements).

a) 1st Addition:

One level - 3,000 square feet.
1½ and two-story - 3,150 square feet.

b) 2nd, 3rd, 5th, 10th Addition:

One level - 2,000 square feet.
1½ and two-story - 2,400 square feet.

c) 4th Addition:

One level - 3,000 square feet.
1½ and two-story - 3,150 square feet.

d) 6th Addition: Block 2, Lots 13 through 22:

One level - 3,000 square feet.
1½ and two-story - 3,150 square feet.

e) 7th Addition:

Lot 1 thru 7, Block 1, Lot 1 thru 5, Block 2:
One level - 2,000 square feet.
1½ and two-story - 2,400 square feet.

Lot 1 thru 6, Block 3, Lot 11 thru 33, Block 4, Lot 9 thru 14,
Block 5:

One level - 1,800 square feet.
1½ and two-story - 2,100 square feet.

f) 8th Addition:

Block 1 and Block 3

One level - 1,500 square feet.
1½ - 1,700 square feet.

Block 2

One level - 1,700 square feet.
1½ - 1,900 square feet.

g) 9th Addition:

Lot 1 thru 24, Block 1, Lot 3 thru 11, 18 through 32, Block 2, 9th:

One level - 1,800 square feet.
1½ and two-story - 2,100 square feet.

Lot 1, 2, 12 thru 17, Block 2, 9th:

One level - 2,000 square feet.
1½ and two-story - 2,400 square feet.

ii) Garages:

- a) 1st and 4th Additions: Each residence shall have a minimum three-car garage, the door or doors of which shall not be allowed to face the street on which the property fronts.
- b) 2nd, 3rd, 5th, 7th, 9th, and 10th Additions: Each residence shall have a minimum two-car garage, the door or doors of which shall not be allowed to face the street on which the property fronts. (Lot frontage may exempt some 7th & 9th Addition lots from side-load garages.)
- c) 6th Addition, Block 2, Lots 13 through 22: Each residence shall have a minimum three-car garage, the door or doors of which shall not be allowed to face the street on which the property fronts.
- d) 8th Addition: Each residence shall have a minimum two-car garage.

iii) Fireplaces:

a) 1st, 2nd, 3rd, 4th, 5th, 6th, Lot 1 thru 7, Block 1, Lot 1 thru 5, Block 2, 7th, 8th, Lot 1, 2, 12 thru 17, Block 2, 9th, 10th Addition: Each residence that has one or more fireplaces shall have exterior masonry on the fireplace from the top of the foundation wall to the full height of the fireplace stack.

b) Lot 1 thru 6, Block 3, Lot 11 thru 33, Block 4, Lot 9 thru 14, Block 5, 7th, & Lot 1 thru 24, Block 1, Lot 3 thru 11, 18 thru 32, Block 2, 9th Addition: Fireplaces that extend from the exterior foundation of the house to the full height of the fireplace stack shall be brick or stucco.

iv) Exterior Surfaces:

- a) 1st Addition, 4th Addition, Lots 13 thru 22, Block 2, 6th Addition, Block 2 of the 8th Addition, and 10th Addition: Each residence shall have a minimum of 100 percent of the exterior wall surfaces covered with masonry.
- b) 2nd Addition; 3rd Addition; Block 3 and Block 4, and Lot 1 thru 4, Block 5, 5th Addition: Each residence shall have a minimum of 33 percent of the exterior wall surfaces covered with masonry.
- c) Lot 5 thru 15, Block 5, 5th Addition; Lot 1 thru 7, Block 1, Lot 1 thru 5, Block 2, Lot 1 thru 6, Block 3, Lot 13 thru 26, Block 4, Lot 9 thru 14, Block 5, 7th Addition; and Lot 16 thru 24, Block 1 and Lot 1 thru 32, Block 2, 9th Addition: Each residence shall have a minimum of 100 percent of the exterior wall surface covered with masonry on the front, a wainscot on the sides, and 20 percent brick on the rear.
- d) Lot 11, 12 and 27 thru 33, Block 4, 7th, Lot 1 thru 15, Block 1, 9th Addition, and Block 1 and Block 3, 8th Addition: Each residence shall have a minimum of 100 percent of the exterior wall surfaces covered with masonry on the front.

v) Roofs: Roofs of each residence shall have the following minimum roof slope:

- a) 1st and 4th Additions: 10/12 roof slope.
- b) 6th Addition, Block 2, Lots 13 through 22: 10/12 roof slope.
- c) 2nd, 3rd, 5th, 7th, 8th, 9th, and 10th Additions: 8/12 roof slope.

Flat portions of Spanish-styled homes are exempt from the roof slope requirement. Roofing material for all Additions shall be Red Cedar Shakes (handsplit, tapersawn, tapersplit or straight split) or clay tiles. Alternate materials will be considered on a case by case basis.

- vi) All driveways shall be asphalt or concrete paving.
- viii) Stark contemporary styled homes are prohibited.
- ix) Minimum front yard setback is marked on recorded plat.

V.
ADMINISTRATION

A. Membership.

The current members of the Committee are:

Kyle M. Stephenson
Natalie A. Stephenson

In the event of death or resignation of any member of the Committee, a majority of the remaining members or the sole remaining member shall have full authority to designate successors; provided, that the entire Committee shall serve at the pleasure of the Declarant under the Declarations until such time as operations of the Property are transferred to a homeowners' association, at which time the entire Committee shall serve at the pleasure of the Board of Directors of such homeowners' association.

B. Officers.

A majority of the Committee may designate a chairman. The chairman shall call and preside at meetings of the Committee, shall have general and active management of the business of the Committee, and shall sign instruments requiring the signature of the Committee.

C. Meetings.

The Committee shall have no regular meetings. Special meetings shall be called by the chair as necessary to promptly and adequately review plans and specifications submitted for review. An act of the majority of the Committee then in office shall constitute the act of the Committee. The conduct of the meetings shall be informal.

D. Salaries.

The members of the Committee and its designated representatives shall not be entitled to any compensation for services performed as such Committee member; provided, however, that any person hereafter selected for inclusion in the Committee by virtue of his or her professional skills in reviewing plans and specifications shall be entitled to compensation at competitive rates for time spent in such review.

IN WITNESS WHEREOF, the undersigned have promulgated these Rules and Guidelines this ____ day of _____, 2004.

THE ARCHITECTURAL CONTROL COMMITTEE OF
SAVANNA AT CASTLE ROCK RANCH

By _____
Kyle M. Stephenson

Natalie A. Stephenson

The foregoing Rules and Guidelines are hereby approved.

DATED this _____ day of _____, 2004.

Kyle M. Stephenson, Vice Pres.
Castle Rock Ranch, Inc.

"DECLARANT"

Kyle Stephenson, General Partner of
the K & N Stephenson, L. P., estab-
lished January 1, 1996.

"DECLARANT"

Revised January 26, 2004



Geographic Information Services

*Sedgwick County...
working for you*

14621 E. Sport of Kings St., Wichita, KS 67230 - Zoning SF-5 Single Famil

Date: 12/7/2021

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

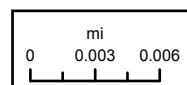
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Sedgwick County, Kansas



1:564



Legend

Flood Plain

Base Flood Approximate



Base Flood Elevations



0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood H

A



A

AE



AE,

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDER

X



X,

Area Not Included





Hexagon?Valuts



Geographic Information Services
Sedgwick County...
working for you

14621 E. Sport of Kings St., Wichita, KS 67230 - Aerial

Date: 12/2/2021

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

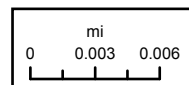
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Sedgwick County, Kansas

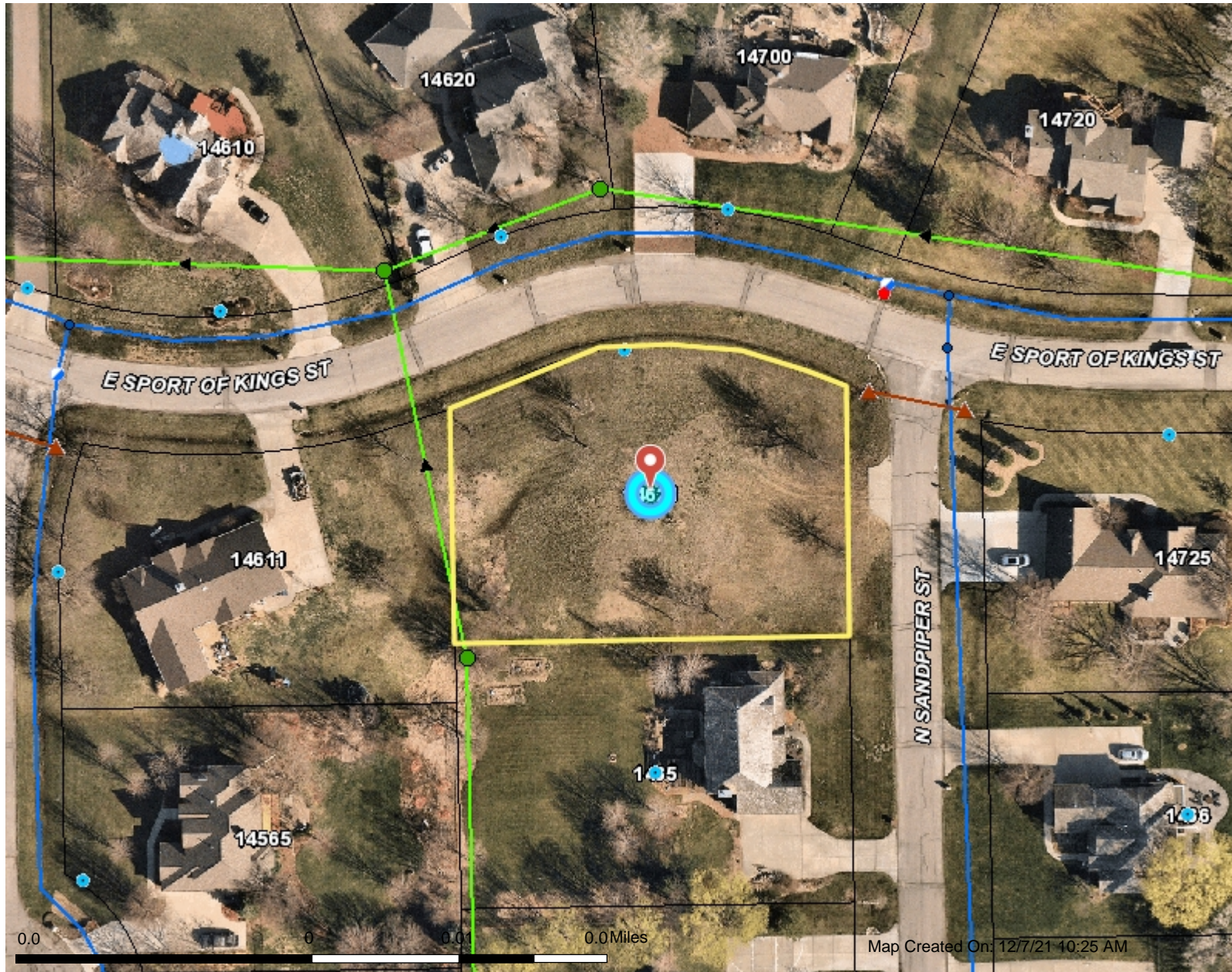
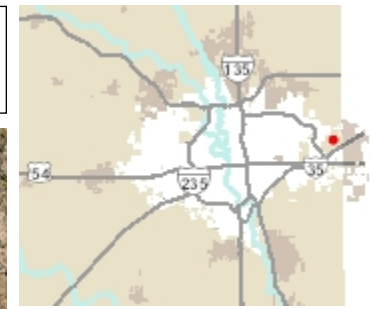


1:564





14621 E. Sport of Kings St., Wichita, KS 67230 - Utility Map



Legend

- Storm Structures**
 - Manhole
 - Inlet
 - Outfall
 - Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
- Open Channel Conduit
- Sample Stations
- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
- Sewer Mains
- Parcels
- Andover Parcels

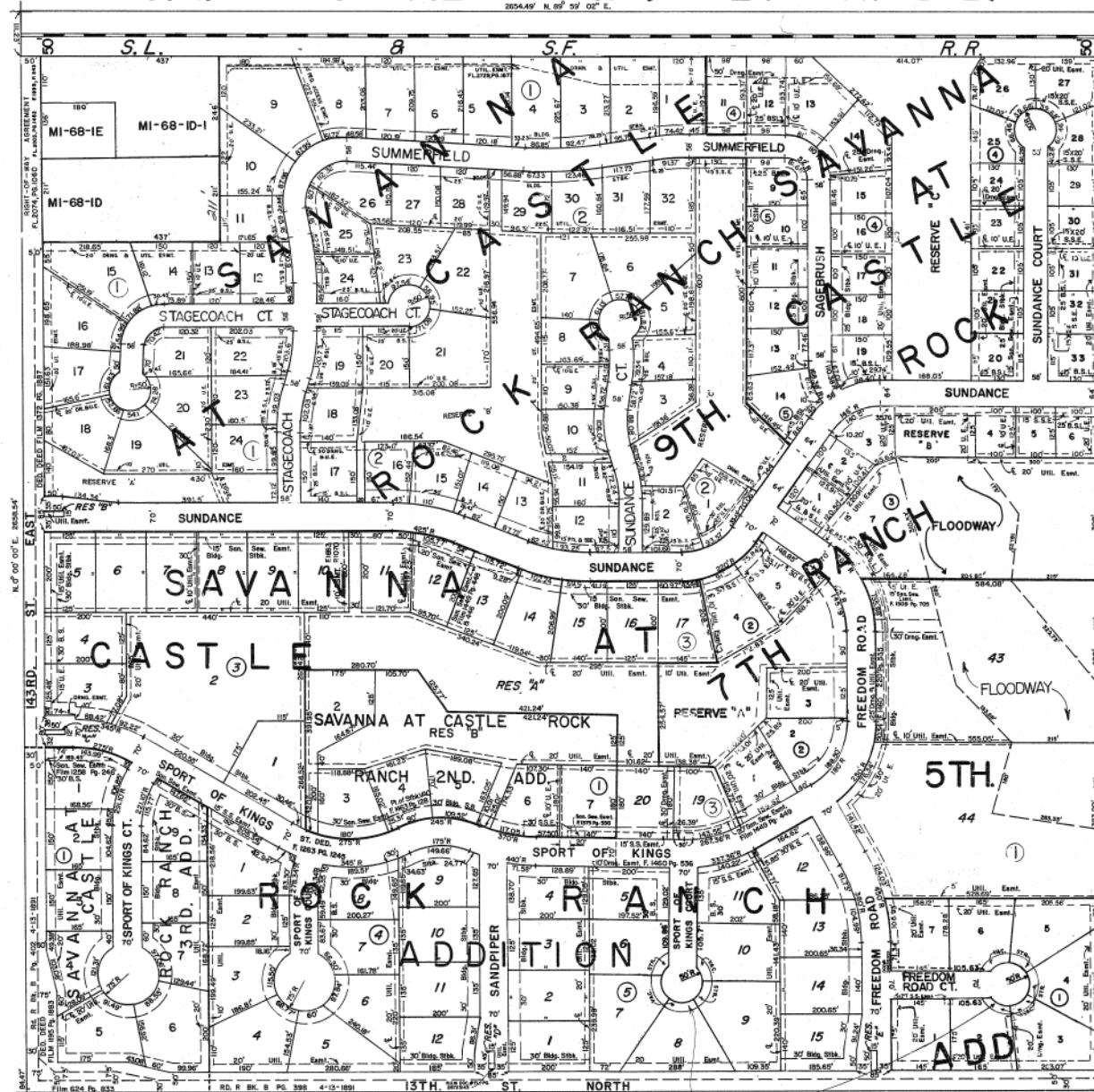
This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 900



S.W. 1/4 SEC. 12 TWP. 27 R. 2 E.

M/48



SEDGWICK COUNTY CLERK



TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the "Bidder") agrees to be bound by these Terms and Conditions and any auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the "Real Estate") is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Auction, LLC ("McCurdy") at Bidder's request.
4. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from the owner of the Real Estate (the "Seller") or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
5. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
6. Once submitted, a bid cannot be retracted.
7. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
8. The Real Estate is not offered contingent upon financing.

9. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
10. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
11. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
12. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
13. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
14. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
15. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
16. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
17. McCurdy has the right to establish all bidding increments.

18. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
19. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
20. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
21. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
22. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
23. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdyauction.com.
24. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
25. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
26. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to extend the scheduled closing time of the auction.
27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 9 of these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.



28. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
29. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

